



**COMMONWEALTH OF VIRGINIA**  
**DEPARTMENT OF SOCIAL SERVICES**  
*Office of the Commissioner*

Anthony Conyers, Jr.  
COMMISSIONER

November 24, 2008

**MEMORANDUM**

**TO:** Members, State Board of Social Services

**FROM:** Anthony Conyers, Jr., Commissioner

**ACTION:** Approve Foster Care Code of Ethics and Mutual Responsibilities

Earlier this year the General Assembly approved two bills, House Bill 850 and Senate Bill 643, that require the State Board of Social Services to approve, in foster care policy, the language of a written agreement to be entered into by local boards and licensed child-placing agencies when children are placed in foster homes or children's residential facilities. The bills also provided that the agreement includes, at a minimum, a code of ethics and mutual responsibilities for all parties to the agreement.

In June, the Division of Family Services formed a work group that included foster and adoptive families, representatives from local boards and departments and child-placing agencies, judicial staff, youth in foster and adoptive homes, and other advocates. This work group has developed the attached policy and forms. The work group determined that there was a need for different agreements for foster families and children's residential facilities.

I request that you approve the policy for a written agreement to place foster children in a foster home or children's residential facility that includes requirements for a code of ethics and mutual responsibilities for all parties to the agreement.

If you have questions concerning this requested regulatory action, please contact the Assistant Director of the Division of Family Services, Betty Jo Zarris, 804.726.7084 or by e-mail at [bettyjo.zarris1@dss.virginia.gov](mailto:bettyjo.zarris1@dss.virginia.gov).

attachment

## **Policy Language and Implementation for Code of Ethics and Mutual Responsibilities**

**AUTHORITY:** Sections 63.2-900, Accepting children for placement in homes, facilities, etc., by local boards, and 63.2-902, Agreements with persons taking children, of the Code of Virginia.

**NEED:** Section 63.2-900 requires the Board of Social Services to approve in foster care policy, the language of the written agreement to be entered into by local boards and licensed child-placing agencies required in § 63.2-902. The agreement shall include at a minimum a Code of Ethics and mutual responsibilities for all parties to the agreement.

**EFFECTIVE DATE:** January 1, 2009

**FOSTER CARE  
MANUAL  
Chapter B  
Placement  
Section 4.1.4:**

**Current Language:**

The local department must place the child in a licensed or approved placement. The local department must enter into a placement agreement with the placement provider (See DSS Local agency site at [www.localagency.dss.state.va.us/divisions/dfs/fc/forms/cgi](http://www.localagency.dss.state.va.us/divisions/dfs/fc/forms/cgi) for a foster care agreement form).

**Proposed Language:**

Local departments of social service (LDSS) and licensed child placing agencies (LCPA) must place the child in a licensed or approved placement. The LDSS and LCPA shall enter into a written agreement with the foster parent or head of the children's residential facility when a child is placed in a foster home or children's residential facility. The written agreement shall include, at a minimum, a Code of Ethics and Mutual Responsibilities for all parties to the agreement [ §§ 63.2-900 and 63.2-902 of the Code of Virginia].

The Code of Ethics and Mutual Responsibilities is not inclusive of all ethical standards or responsibilities, but rather a minimum set of expectations provided to guide the partnership between the child placing agency and the children's residential facilities or the families serving children in the Virginia foster care system. It is understood that additional expectations for the care of the child will be outlined in other documents such as the foster care service plan, child specific addenda, financial agreements and/or other contractual documents.

### Procedure for Implementation

The following are the written agreement forms for the two placement types, foster home and children's residential facility:

- Foster Care Agreement: Code of Ethics and Mutual Responsibilities
- Code of Ethics and Mutual Responsibilities: Children's Residential Facilities Agreement

Go to the DSS local agency site at

[www.localagency.dss.state.va.us/divisions/dfs](http://www.localagency.dss.state.va.us/divisions/dfs) or the DSS public site at [www.dss.virginia.gov](http://www.dss.virginia.gov) then click 'Children,' click 'Foster Care,' click FC Form.

The Foster Care Agreement: Code of Ethics and Mutual Responsibilities must be signed by the LDSS/LCPA worker and the foster parents on or before the day a child is placed. The agency director/chief executive officer (CEO) or his designee should also sign the agreement on or before the date of a child's placement. There may be emergency circumstances which prevent the director/CEO or his designee from being able to sign on or before the placement date. In these circumstances, the director/CEO or his designee shall sign the placement agreement within five days of the child's placement date.

The Code of Ethics and Mutual Responsibilities; Children's Residential Facilities Agreement must be signed prior to the placement of a child in a licensed children's residential facility. An exception is allowed when a child is placed in a children's residential facility licensed as a temporary emergency shelter and, in such case, the agreement may be completed and signed within 24 hours of the child's arrival if a verbal agreement for placement is secured within eight hours of the child's arrival at the temporary emergency shelter.

Agencies are strongly encouraged to include the Foster Care Agreement: Code of Ethics and Mutual Responsibilities as a focus of discussion during foster home training and the foster/adoptive home approval process. Additionally, supervisors are strongly encouraged to review the agreement and discuss practice implications with any agency staff that may impact the fulfillment of the agreement. All agency staff should be familiar with and understand Virginia Children's Services Practice Model which the agreement intends to promote as well as the expectations that are outlined in the agreement.

**FOSTER CARE AGREEMENT: Code of Ethics and Mutual Responsibilities**  
**Local Departments of Social Services and Licensed Child Placing Agencies Form**

**Child's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Medicaid #:** \_\_\_\_\_

**Date of Placement:** \_\_\_\_\_

*This Foster Care Agreement: Code of Ethics and Mutual Responsibilities (as required by §§ 63.2-900 and 63.2-902 of the Code of Virginia) is not inclusive of all ethical standards or responsibilities, but rather a minimum set of expectations provided to guide the partnership between the child placing agency and the families serving children in the Virginia foster care system. It is understood that additional expectations for the care of the child will be outlined in other documents such as the foster care service plan, child specific addenda, financial agreements and/or other contractual documents.*

This agreement is entered into on behalf of \_\_\_\_\_ (child's name) and is an agreement between \_\_\_\_\_ [name of the local department of social services (LDSS) or licensed child placing agency (LCPA)] and \_\_\_\_\_ (foster parent's name(s)). In signing this agreement all parties accept their responsibility for interacting with respect and fairness and to work towards developing and maintaining a positive working relationship.

The **Virginia Children's Services Practice Model** supports the following principles for partnerships to provide effective services. We believe:

1. All children and youth deserve a safe environment.
2. In family, child, and youth-driven practice.
3. Children do best when raised in families.
4. All children and youth need and deserve a permanent family.
5. In partnering with others to support child and family success in a system that is family focused, child-centered, and community based.
6. How we do our work is as important as the work we do.

**CODE OF ETHICS**

As members of the team working to obtain permanency for (child's name), we will:

1. Provide a safe, secure and stable environment that is nurturing, structured and free from corporal punishment and abuse and neglect.
2. Model healthy, normative, and appropriate behaviors.
3. Promote self-respect by providing guidance and activities that respect culture, ethnicity, and spiritual preferences.
4. Support this child in his development of self-sufficiency and his acquisition of responsible behaviors.
5. Work together to meet the needs of the child as specified in the service plan for the child.
6. Communicate honestly and respectfully.
7. Provide all relevant information about the child and his needs.
8. Maintain the confidentiality of the information shared.
9. Grow as care providers and professionals through skill development, role clarification, and participation in training.

**FOSTER CARE AGREEMENT: Code of Ethics and Mutual Responsibilities**  
**Local Departments of Social Services and Licensed Child Placing Agencies Form**

**RESPONSIBILITIES**

**A. Mutual Responsibilities**

1. Support the child's relationship with his/her birth family, including siblings, and other significant adults and treat and/or speak of them with consideration and respect.
2. Support the child's participation in meetings, court hearings, and other discussions if/when the child has the ability to participate and participation would not jeopardize safety, well-being, or care.
3. Participate in meetings related to permanency planning. Reasonable, advance notice will be given to all parties involved.
4. Share information about the child, his parents and extended family only with parties to this agreement or other professionals, including guardian ad litem.
5. Approach familial issues with an attitude of support, problem solving, and guidance.
6. Consider obtaining assessments and support services to reduce placement disruptions.
7. Make reasonable efforts to support each other in addressing issues of loss and separation when the child leaves a home.
8. Immediately report all suspected child abuse or neglect to the LCPA, LDSS and/or Child Abuse and Neglect Hotline (1-800-552-7096).

**B. LDSS or LCPA Responsibilities**

1. Share child abuse and neglect reporting policies with the foster parent. In the event that an allegation of abuse or neglect is made regarding a foster parent or member of their household, the LDSS or LCPA will follow established protocols to ensure the safety of the child.
2. Explain contingency funding that may be available from the LDSS should the child cause damage to property.
3. Attach information related to foster parent reimbursement, including the date payments will be received and the state approved maintenance rate structure.
4. Respectfully consider the foster parents' questions, concerns, and ideas and offer reasonable explanations if the parties disagree. The LDSS or LCPA will not discharge, threaten, discriminate or retaliate when decisions and practices are questioned.

**C. Foster Parents Responsibilities**

1. Agree that authorized representatives of the LDSS or LCPA shall have access at all times. The foster parent will release custody of the child to an authorized representative of the LDSS or LCPA whenever, in the opinion of the LDSS or LCPA, it is in the best interest of the child.
2. Agree to support agency contact and home visits with the child with the expectation that the LDSS or LCPA will accommodate the foster parents' schedules to the degree possible.
3. Agree to inform LDSS or LCPA of changes regarding their household since the time of foster home approval (such as family membership, plans to change residence, legal issues/convictions, changes in health status or employment).
4. Agree to discuss openly their family relationships and interactions that may impact the child's safety, well being, ability to progress towards permanency, and placement stability.
5. Foster parents will **never** utilize corporal punishment because it is prohibited.

**FOSTER CARE AGREEMENT: Code of Ethics and Mutual Responsibilities  
Local Departments of Social Services and Licensed Child Placing Agencies Form**

**Contact Information for Foster Parent Assistance**

For questions or concerns, the foster parents may contact the following:

1. Contact \_\_\_\_\_ (name and title) at \_\_\_\_\_ (phone number) for general questions about foster care services, agency policy or areas of concern.
2. If additional information or clarification is needed, contact the supervisor \_\_\_\_\_ (name and title) at \_\_\_\_\_ (phone number).
3. If more help is needed, contact the LDSS or LCPA Director or designee \_\_\_\_\_ (name) at \_\_\_\_\_ (phone number).
4. If, in an emergency, you are unable to reach anyone listed above you may use the following contact information:
  - A. Weekdays - Call \_\_\_\_\_ (phone number) and ask to speak to someone immediately.
  - B. Evenings and Weekends - Call \_\_\_\_\_ (phone number) and ask to speak to \_\_\_\_\_.

**By signature, all parties acknowledge having read, understood and accepted the expectations outlined in this agreement. The LDSS or LCPA shall provide a copy of this agreement to the foster parents at the time a child is placed and when an additional copy is requested.**

<b>Foster Parent Signature</b>	<b>Date</b>	<b>Foster Parent Signature</b>	<b>Date</b>
<b>LDSS or LCPA Staff</b>	<b>Date</b>	<b>LDSS Director/LCPA CEO or Designee</b>	<b>Date</b>

## CODE OF ETHICS AND MUTUAL RESPONSIBILITIES: CHILDREN'S RESIDENTIAL FACILITIES AGREEMENT

Child's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Medicaid #: \_\_\_\_\_

Date of Placement: \_\_\_\_\_

*This Code of Ethics and Mutual Responsibilities (as required by §§ 63.2-900 and 63.2-902 of the Code of Virginia) is not inclusive of all ethical standards or responsibilities, but rather a minimum set of expectations provided to guide the partnership between the children's residential facility and the families serving children in the Virginia foster care system. It is understood that additional expectations for the care of the child will be outlined in other documents such as the foster care service plan, child specific addenda, financial agreements and/or other contractual*

This agreement is entered into on behalf of \_\_\_\_\_ (child's name) and is an agreement between \_\_\_\_\_ (name of the children's residential facility (CRF)) and \_\_\_\_\_ (name of the placing agency, either local department of social services (LDSS) or licensed child placing agency (LCPA)). In signing this agreement all parties accept their responsibility for interacting with respect and fairness and to work towards developing and maintaining a positive working relationship.

The **Virginia Children's Services Practice Model** supports the following principles for partnerships to provide effective services.. We believe:

1. All children and youth deserve a safe environment;
2. In family, child, and youth-driven practice;
3. Children do best when raised in families;
4. All children need and deserve a permanent family;
5. In partnering with others to support child and family success in a system that is family focused, child-centered, and community based; and
6. How we do our work is as important as the work we do.

### **CODE OF ETHICS**

As members of the team working to obtain permanency for (child's name), we will:

1. Provide a safe, secure and stable environment that is nurturing, structured and free from corporal punishment and abuse and neglect.
2. Model healthy, normative, and appropriate behaviors.
3. Promote self-respect by providing guidance and activities that respect culture, ethnicity, and spiritual preferences.
4. Support this child in his development of self-sufficiency and his acquisition of responsible behaviors.
5. Work together to meet the needs of the child as specified in the service plan for the child.
6. Communicate honestly and respectfully.
7. Provide all relevant information about the child and his needs.
8. Maintain the confidentiality of the information shared.
9. Grow as care providers and professionals through skill development, role clarification, and participation in training.

# **CODE OF ETHICS AND MUTUAL RESPONSIBILITIES: CHILDREN'S RESIDENTIAL FACILITIES AGREEMENT**

## **RESPONSIBILITIES**

### **A. Mutual Responsibilities**

1. Support the child's relationship with his birth family, including siblings, and other significant adults and treat and/or speak of them with consideration and respect.
2. Support the child's participation in meetings, court hearings, and other discussions when the child has the ability to participate and participation would not jeopardize safety, well-being, or care.
3. Participate in meetings related to permanency planning. Reasonable, advance notice will be given to all parties involved.
4. Share information about the child, his parents and extended family only with parties to this agreement or other professionals, including guardian ad litem.
5. Consider obtaining assessments and support services to reduce placement disruptions. Allow sufficient time for implementation of those assessments/services before terminating this placement if it is safe to do so. Discuss when and how to tell the child of concerns about placement change. The LDSS or LCPA may remove the child without notice if the child's well-being and safety are in jeopardy. If the CRF determines that this child's behavior jeopardizes the well-being and safety of the child or others, the CRF may discharge the child without notice.
6. Immediately report all suspected child abuse or neglect to the LDSS in the county or city where the child resides or where the abuse or neglect is believed to have occurred and/or the Child Abuse and Neglect Hotline (1-800-552-7096).
7. Abide by the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded or Operated by the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) if the CRF is licensed by DMHMRSAS.

### **B. LDSS or LCPA Responsibilities**

1. Attach information related to CRF reimbursement, including the date payments will be received.
2. Consider CRF's questions, concerns, and ideas and offer reasonable explanations if the parties disagree. The LDSS or LCPA will not discharge, threaten, discriminate or retaliate when decisions and practices are questioned.

### **C. CRF Responsibilities**

1. Agrees that authorized representatives of the LDSS or LCPA shall have access at all times. The CRF will release custody of the child to an authorized representatives of the LDSS or LCPA whenever, in the opinion of the LDSS or LCPA, it is in the best interest of the child.
2. Agrees to support agency contact and visits with the child with the expectation that the LDSS or LCPA will accommodate the schedule of the CRF, including the child's schedule, to the degree possible.
3. Agrees to inform LDSS or LCPA of substantive changes in behavior management and circumstances affecting the operation of the CRF, including changes made to the length and status of the license to operate.
4. Agrees to discuss any information with the LDSS or LCPA that may impact the child's safety, well being, ability to progress towards permanency, and placement stability.
5. Agrees that corporal punishment is prohibited and it will **never** be used by the CRF.



**CODE OF ETHICS AND MUTUAL RESPONSIBILITIES: CHILDREN'S  
RESIDENTIAL FACILITIES AGREEMENT**

**Contact information**

All parties agree that it is imperative for LDSS/LCPA and CRF to implement a working communication response system by which routine and emergency contact may be made for relaying or discussing information pertaining to this child.

Routine contact instructions for CRF: Phone Number: ( )

\_\_\_\_\_.

Routine contact instructions for LDSS/LCPA: Phone number: ( )

\_\_\_\_\_.

For urgent matters after hours, weekends and holidays, the CRF should contact the LDSS/LCPA as follows:

A. Weekdays - Call \_\_\_\_\_ (phone number)

B. Evenings and Weekends - Call \_\_\_\_\_ (phone number)

C. Holiday's – Call \_\_\_\_\_ (phone number)

**By signature, all parties acknowledge having read, understood and accepted the expectations outlined in this agreement. The LDSS or LCPA shall provide a copy of this agreement to the CRF at the time a child is placed and when an additional copy is requested.**

\_\_\_\_\_  
CRF CEO or Designee                      Date

\_\_\_\_\_  
LDSS or LCPA Staff                      Date                      \_\_\_\_\_  
LDSS Director/LCPA CEO or Designee                      Date